

QUESTION NO. \_\_20\_\_

Did Electronic Payment Systems intentionally interfere with the contract between Conversion Services, Inc. and Global Check?

Interference is intentional if committed with the desire to interfere with the contract or with the belief that interference is substantially certain to result.

In order to recover, Global Check must show Electronic Payment Systems had either actual knowledge of the existence of the contract and of Conversion Services, Inc.'s interest, or knowledge of such facts and circumstances as would lead a reasonable person to believe in their existence.

Authority:

PJC 106.1

*Frost Nat'l Bank v. Alamo Nat'l Bank*, 421 S.W.2d 153 (Tex. App. 1967)

*Armendariz v. Mora*, 553 S.W.2d 400 (Tex. App. 1977)

Answer "Yes" or "No"

Answer: \_\_\_\_\_